

**PLAN AND AGREEMENT OF
MERGER BETWEEN
SUMMERLAKES
HOMEOWNERS ASSOCIATION
AND SUMMERLAKES
IMPROVEMENT ASSOCIATION**

For Use By Recorder's Office Only

This Plan and Agreement of Merger, made and entered into this ___ day of _____, 20 ____, by and between Summerlakes Homeowners Association (hereafter "Homeowners Association") and Summerlakes Improvement Association (hereafter "Improvement Association"), each of which are Illinois not for profit corporations, said corporations being hereinafter sometimes referred to jointly as "constituent corporations."

WITNESSETH:

WHEREAS, Homeowners Association is a corporation organized and existing under the laws of the State of Illinois, its Articles of Incorporation having been filed in the office of the Secretary of the State of Illinois on February 28, 1975; and

WHEREAS, Improvement Association is a corporation organized and existing under the laws of the State of Illinois, its Articles of Incorporation having been filed in the office of the Secretary of the State of Illinois in 1975 and consolidated into the Summerlakes Homeowners Association, without evidence of proper owner approval, on October 30, 1998; and

WHEREAS, the present members of Homeowners Association and Improvement Association, combined, comprise and represent the total membership of Summerlakes Homeowners Association in its entirety; and

WHEREAS, the Board of Directors of each of the constituent corporations deems it advisable that Homeowners Association and Improvement Association be merged into Summerlakes Homeowners Association on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois, which permits such mergers.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and conditions hereinafter set forth, Homeowners Association and Improvement Association, by their Board of Directors, hereby agree as follows:

ARTICLE I

Homeowners Association and Improvement Association shall be merged into a single corporation, in accordance with the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois by Homeowners Association and Improvement Association by merging into Summerlakes Homeowners Association, and Summerlakes Homeowners Association shall be the surviving corporation of the merger.

ARTICLE II

Upon the merger becoming effective:

(1) The constituent corporations shall be a single not for profit corporation and the name of Summerlakes Homeowners Association, the surviving corporation, shall remain the same;

(2) The separate existence of Homeowners Association and Improvement Association shall cease, except to the extent provided for by the laws of the State of Illinois in the case of a corporation after its merger with another corporation;

(3) The surviving corporation shall thereupon possess all the rights, privileges, immunities and franchises of each of the constituent corporations, and all property, real, personal and mixed, and debts due on whatever account, and all choses in action, and every other interest belonging to or due to each of the constituent corporations shall be deemed to be transferred to and vested in Summerlakes Homeowners Association, as the surviving corporation, without further act or deed; and the title to any real estate, or any interest therein, vested in any of the constituent corporations shall not revert to or be in any way impaired by reason of the merger but shall vest in the surviving corporation;

(4) The surviving corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the constituent corporations; and any claim existing or action or proceeding pending by or against any of the constituent corporations may be prosecuted to judgment by the surviving corporation as if the merger had not taken place, or the surviving corporation may be substituted in place of the constituent corporations. Neither the rights of creditors nor any liens upon the property of any of the constituent corporations shall be impaired by the merger;

(5) The Declaration of Covenants, Conditions, and Restrictions and By-Laws for Homeowners Association and the Declaration of Covenants, Restrictions, and Easements for Improvement Association shall remain binding and in full force and effect against the property and Owners bound by those documents immediately prior to the recording and effective date of a Declaration and By-Laws for the surviving corporation;

(6) The Declaration of Covenants, Conditions, and Restrictions and By-Laws for Homeowners Association and the Declaration of Covenants, Restrictions, and Easements for Improvement Association shall be merged to create the Declaration and By-Laws for the surviving corporation, which Declaration and By-Laws shall become binding and in full force and effect against the property and Owners of Homeowners Association and Improvement Association upon the recording date of such Declaration and By-Laws;

(7) The Articles of Incorporation of the new Summerlakes Homeowners Association shall be recorded as the Articles of Incorporation for the surviving corporation.

ARTICLE III

The surviving corporation shall pay all expenses of carrying this Plan and Agreement of Merger into effect and accomplishing the merger provided for herein.

ARTICLE IV

The assets and liabilities of Homeowners Association and Improvement Association, at the effective date of the merger, shall be taken on the books of the surviving corporation at the amounts at which they, respectively, shall carry on their books on such date.

ARTICLE V

Initially there shall be seven (7) directors of the surviving corporation who shall be the same persons constituting the Board of Directors of Improvement Association immediately prior to the effective date of the merger, and such persons shall hold office until the first annual meeting of the Board of Directors of the surviving corporation and until their respective successors are elected according to the bylaws of the surviving corporation. The term of all offices of the surviving corporation shall continue and each shall be deemed to be the officers of the surviving corporation upon the effective date of the merger. Thereafter, other persons may be elected or appointed to such offices from time to time in accordance with the bylaws of the surviving corporation.

The Purpose for which the Corporation is organized is to manage the affairs of the homeowners' association.

This Corporation IS NOT a Condominium Association.

This Corporation IS NOT a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954.

This Corporation IS a Homeowners Association, which administers a common interest community association as defined in the Common Interest Community Association Act at 765 ILCS 160/1, et seq.

ARTICLE VI

If at any time the surviving corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the surviving corporation the title to any property or rights of any of the constituent corporations, the proper officers and directors of the constituent corporations shall execute and deliver all such proper assignments, conveyances and assurances in law and do all things necessary or proper to vest such property or rights in the surviving corporation, and otherwise to carry out the purposes of this Plan and Agreement of Merger.

ARTICLE VII

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned by any of the constituent corporations by the adoption of any appropriate resolution by any Board of Directors abandoning the merger, at any time prior to the filing of these Articles of Merger by the Secretary of State of Illinois, and by notifying the other constituent corporations of the adoption of such resolution.

ARTICLE VIII

This Plan and Agreement of Merger was submitted to the members of Homeowners Association and Improvement Association (currently comprised in its entirety of all of the members in Improvement Association and Homeowners Association combined), as provided by law, and shall take effect and be deemed to be the Plan and Agreement of Merger of said corporations upon the approval or adoption thereof by the vote of at least three-fourths (3/4) of those members of the constituent corporations voting at a special meeting called for such purpose in accordance with the requirements of the Illinois General Not For Profit Corporation Act of 1986, 805 ILCS 105/1.01 et seq., and upon the execution, filing and recording of such documents and the doing of such acts required to accomplish the merger under the provisions of the Illinois General Not For Profit Corporation Act of 1986.

IN WITNESS WHEREOF, Homeowners Association and Improvement Association each have caused this Plan and Agreement of Merger to be signed by a majority of its Board of Directors and attested by its Secretary, as of the day and year first above written.